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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

MASON LAKE,

Plaintiff,

v.

**CITY OF PORTLAND, a municipal
corporation,**

Defendants.

3:23-cv-01870-MO

NOTICE OF SETTLEMENT

Pursuant to ORS 17.095, the City of Portland notifies the Court that this action has been settled pursuant to the terms of a Release and Hold Harmless Agreement, a copy of which is attached hereto as **Exhibit 1**.

DATED: January 29, 2025

Respectfully submitted,

/s/ Caroline Turco

CAROLINE TURCO, OSB No. 083813
Senior Deputy City Attorney
caroline.turco@portlandoregon.gov
Counsel for Defendant City of Portland

RELEASE AND HOLD HARMLESS AGREEMENT

I

This release is for claims relating to *Mason Lake v. City of Portland*; Case No. 3:23-cv-01870-MO which is a Section 1983 Federal Civil Rights claim alleging Monell Liability and State claims against the City of Portland for the dates of June 27, 2020 and August 22, 2020 in Portland Oregon.

I

FOR THE SOLE CONSIDERATION of the sum of five thousand dollars (\$5,000), the undersigned Mason Lake hereby releases and forever discharges the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter "the City of Portland") from any and all claims for damages and/or injuries from or relating to *Mason Lake v. City of Portland*; Case No. 3:23-cv-01870-MO on June 27, 2020 and August 22, 2020 in Portland, Oregon. This settlement includes all attorney fees and costs.

II

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident.

III

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases the City of Portland from any and all claims arising out of the above-described causes of action for June 27, 2020 and August 22, 2020, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens, liens of the State of Oregon Department of Human Services and all other liens against the above-described causes of action at the time of execution hereof.

IV

A. The Parties also acknowledge any Medicare and Medicaid interest payable under this Agreement shall be the sole and exclusive responsibility of Mason Lake. Mason Lake agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the City of Portland with a right to recover any monies paid due to the failure to satisfy Medicare's interests, including any additional expenses incurred and attorney fees. The Parties acknowledge and understand that the City of Portland will report any payment to a Medicare beneficiary in settlement of a claim under a liability insurance policy or self-insurance to Medicare (CMS).

B. Mason Lake agrees and warrants that he will satisfy any and all applicable Medicare, Medicaid, and private insurer liens and third-party claims prior to receiving any portion of the settlement payment set forth in section I from the Drake Aehegma. With respect to the interests

of Medicare and the Centers for Medicare and Medicaid Services ("CMS"), Mason Lake represents and warrants that he has not received any notice from Medicare/CMS asserting the rights to conditional payments relating to the past medical care and treatment of Mason Lake. If Mason Lake fails to satisfy any such liens, Mason Lake shall defend and indemnify the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities from any and all claims arising out of such failure.

C. Mason Lake shall provide a final payment letter indicating that the interests of CMS have been resolved prior to receiving any portion of the settlement payment set forth in section I.

D. In consideration of the payments set forth in the Settlement Agreement, Mason Lake waives, releases, and forever discharges the City of Portland from any obligations for any claim, known or unknown, arising out of the failure of the City of Portland to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. § 1395y(b)(3)(A).

E. Mason Lake understands this settlement may impact, limit or preclude his right or ability to receive future Medicare/CMS benefits arising out of the injuries alleged, and nevertheless wishes to proceed with the settlement.

F. The parties have attempted to resolve this matter in compliance with both state and federal law, and have considered Medicare's interests. Mason Lake has concluded that a Medicare Set-Aside ("MSA") is not required or appropriate in this matter. It is not the intention of the parties to shift responsibility for payment of future medical expenses to Medicare pursuant to 42 U.S.C. § 1395y(b) or the Federal Government.

G. Should any person or entity not a party hereto challenge the validity of this Settlement Agreement, or any term thereof, pursue recovery of monies from the City of Portland or bring a claim or claims against the City of Portland arising out of 42 U.S.C. § 1395y(b) related to payment for items or services related to the injuries claimed in this action, Mason Lake shall provide to the City of Portland such cooperation and assistance as the City of Portland may reasonably request in order to resist such a challenge or defend such a claim.

V

THE UNDERSIGNED AGREES AND WARRANTS that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Mason Lake will hold the City of Portland, its agents, employees and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Mason Lake will accept the tender of defense of any such claim, defend it at his expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

VI

THE UNDERSIGNED HEREBY DECLARES that he has read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the

above-described incident, in whatever legal form or theory he might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the complaint of Mason Lake in the District Court of the State of Oregon, Portland Division, entitled:

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

MASON LAKE,

Plaintiff,

v.

**CITY OF PORTLAND, a municipal
corporation,**

Defendants.

3:23-cv-01870-MO

**RELEASE & HOLD HARMLESS
AGREEMENT**

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages from these claims, but any further losses and damages not now known or anticipated which may later develop or be discovered relating to these claims, including all effects and consequences thereof.

VIII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

IX

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement. Mason Lake acknowledges he has not relied upon any statements, reports, or representations regarding his rights, claims for damages, facts of the incident, or the nature and extent of damages by the defendants, their agents, representatives, adjusters, attorneys, or any other person or entity hereby released.

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X

THE UNDERSIGNED FURTHER STIPULATES AND AGREES that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.

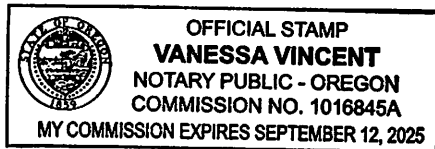
DATED this 17 day of January, 2025.




Mason Lake

STATE OF OREGON)
County of Multnomah) ss.

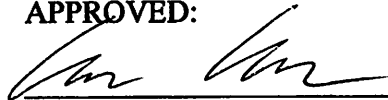
This instrument was acknowledged before me this 17th day of January, 2025, by Mason Lake.





Notary Public – State of Oregon
Commission No.: 1016845A
Commission Expiration: 09/12/25

APPROVED:



Drake Aehegma, OSB No. 132905
Attorney for Plaintiff